Fasulo, 13 P. D. 67. To reach this same conclusion in the absence of such a provision is a desirable result, scarcely justified by previous interpretation of the Statute of Frauds, but founded upon the sound reason that in requiring the attesting of a will the statute meant that all essentials to a valid will be witnessed, including the testator's signature. See *Ellis* v. *Smith*, *supra*.

WILLS — MUTUAL WILLS — REVOCABILITY. — A husband and wife, whose property consisted chiefly of a joint tenancy in leaseholds, executed wills found by another court to be mutual. After the husband's death, the wife executed a new will altering her previous will. The plaintiffs propounded the later will and the defendants claimed under the earlier. *Held*, that the later will must be probated. *Walker* v. *Gaskill*, 49 L. J. 456 (Prob. Div.).

Where a will is the result of fraud the probate court has jurisdiction to set it aside, and equity will ordinarily not be called upon to give relief. *Case of Broderick's Will*, 21 Wall. (U. S.) 503; *Allen* v. *M'Pherson*, 1 H. L. Cas. 191. But where the will is made in violation of a promise to devise or to die intestate, it must be recognized as the will of the testator by the probate court. The remedy is then in equity. *Ridley* v. *Ridley*, 34 Beav. 478; *Kundinger* v. *Kundinger*, 150 Mich. 630, 114 N. W. 408; *Taylor* v. *Mitchell*, 87 Pa. 518; *Jones* v. *Abbott*, 228 Ill. 34, 81 N. E. 791. Equity cannot order a new will or cancel the old, and so the relief is not precisely specific performance. Nor is it exactly a constructive trust remedy, for the measure of damages is not the enrichment of the estate or its wrongful beneficiaries, but what the promisee would have received. Courts and text-books, however, use the language of both remedies. See *Bolman* v. *Overall*, 80 Ala. 451, 455, 2 So. 624, 626; *Burdine* v. *Burdine*, 98 Va. 515, 519, 36 S. E. 992, 993. See GARDNER, WILLS, p. 85 *et seq.* The finding that wills are in fact mutual is equivalent to the finding of a contract to make wills, and equity would therefore exercise this peculiar jurisdiction in the nature of specific performance in the principal case, if called upon. *Dufour* v. *Pereira*, 1 Dick. 419; *Bower* v. *Daniel*, 198 Mo. 289, 95 S. W. 347. See STORY, EQUITY JURISPRUDENCE, 13 ed., § 785; 1 JARMAN, WILLS, 6 Eng. ed., pp. 41–42. It is this jurisdiction which accounts for the loose expression that mutual wills are "irrevocable in equity." It should be noted, however, that some courts, on the facts, are as reluctant to find mutual wills as they are to find a simple contract to devise. *Lord Walpole* v. *Lord Orford*, 3 Ves. Jr. 402; *Edson* v. *Parsons*, 155 N. Y. 555, 50 N. E. 265; *Hamlin* v. *Stevens*, 177 N. Y. 39, 69 N. E. 118.

BOOK REVIEWS

THE MINIMUM WAGE. By Rome G. Brown. Minneapolis: The Review Publishing Company. 1914. pp. xv, 98.

This is a significant little volume. It is another illustration of the tendency to deal with constitutional questions realistically and not as though they were a jejune branch of metaphysics. Less than four years ago the New York Court of Appeals, after paying a passing tribute to the irrelevance of the economic and sociologic data with which the Workmen's Compensation Law was sought to be justified by the Wainwright Commission, turned to the "purely legal" phases of the controversy. Now Mr. Brown, one of the leaders of the